



# NORTH AMERICAN CAR CORPORATION

222 SOUTH RIVERSIDE PLAZA • CHICAGO, ILLINOIS 60606 U.S.A. • (312) 648-4000 • TELEX 255222

ROGER A. NOBACK  
VICE PRESIDENT - LAW

RECORDATION NO. 9927-SS  
FILED 1425

JUN 25 1979 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

June 21, 1979

3-176A020

JUN 25 1979

20"

Washington, D.C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

RE: Section 11303 Filing: Supplementary Rider No. 1  
dated as of April 3, 1979, ("Lease") to Car Leasing  
Agreement 1717 between North American Car Corporation  
("Lessor") and Dakota Seed & Grain, Inc. ("Lessee") in  
supplement of the Bailment Agreement and Assignment of  
Leases ("Assignment of Leases") dated as of December  
16, 1978, between Lessor and General Electric Credit  
and Leasing Corporation ("Assignee").

Dear Mr. Secretary:

Enclosed for recording under Section 11303 of the Interstate  
Commerce Act is one executed counterpart and four certified  
true copies of the above described supplementary Lease,  
between Lessor, 222 South Riverside Plaza, Chicago, Illinois  
and Lessee, Box 667, Highway #212 W, Watertown, SD 57201 and  
assigned to Assignee, P.O. Box 8300, 260 Long Ridge Road,  
Stamford, Connecticut 06904. The Assignment of Leases was  
recorded with the Interstate Commerce Commission at 11:20  
a.m. on December 20, 1978, under Document No. 9927.

Under the Lease and the Assignment of Leases the Lessor  
leases the cars described therein to the Lessee and assigns  
such lease to the Assignee under and in accordance with the  
Assignment of Leases.

Under the Assignment of Leases, Lessor agrees to hold,  
lease, maintain and perform certain administrative and other  
services with respect to the equipment covered by such Lease  
(which equipment has been or is to be sold to Assignee) and  
assigns, transfers and sets over unto Assignee all of  
Lessor's right, title and interest, powers, privileges and  
other benefits in, but not its obligations under, the Lease  
together with all amounts which may be received or credited  
to the account of Lessor in respect of mileage compensation  
from railroads using the equipment leased under such Lease  
or any other sums received by or payable to Lessor from  
parties other than the Lessee with respect thereto, all in  
accordance with the Lease and the Assignment of Leases.

JUN 25 10 26 AM '79

RECEIVED

*Miss Lee  
this one is  
9927-SS*

**TIGER LEASING GROUP**

Secretary  
Interstate Commerce Commission  
June 21, 1979  
Page Two

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Also enclosed is a check, payable to the Interstate Commerce Commission in the amount of \$10.00 as the recording fee for the Lease *supplement* and a \$10.00 fee for the cross-indexing requested below.

Pursuant to the Commission's rules and regulations for the recording of documents under Section 11303 of the Interstate Commerce Act you are hereby requested to duly file two of each of the enclosed certified, true copies for record in your office and to return the executed counterpart and the extra certified, true copies together with the Secretary's Certificate of Recording, to the messenger making this delivery.

→ Please cross index this filing against the name of the Lessee, Dakota Seed & Grain, Inc.

If you have any questions, please contact me.

Very truly yours,



RAN/dak  
enclosure

C E R T I F I C A T E

RECORDATION NO. 9927-55 Filed 1425

JUN 25 1979 - 10 35 AM

INTERSTATE COMMERCE COMMISSION

I hereby certify that I have compared this certified, true copy of Rider No. 1 to Car Leasing Agreement 1717 between North American Car Corporation and Dakota Seed & Grain, Inc. dated April 3, 1979, to the original of such Rider and that this copy is a true and correct copy in all respects.

(SEAL)

Debra A. Kelly

My Commission Expires 2-23-83.

ICC  
File  
Copy  
9927-55

RIDER NO. 1  
Forming Part of  
NORTH AMERICAN CAR CORPORATION  
CAR LEASING AGREEMENT 1717

This rider ("Rider") and the above Car Leasing Agreement constitute a separate agreement ("Agreement") which, together with all rights under the Agreement, may be assigned as security or otherwise. No subsequent amendment to the Agreement shall be effective against any assignee hereof. The cars described herein shall be subject to the terms and conditions of the Agreement and this Rider during the term of use and for the rental set forth below:

<u>Number of Cars</u>	<u>Type of Car</u>	<u>Monthly Rental Per Car</u>
Five (5)	4750 cubic foot capacity covered hopper cars, for shipment of Grain (NAHX 480839 thru 480843)	\$430.00

Lessee agrees to be responsible for all freight charges incurred in the shipment of said cars to Lessee.

For each mile in excess of 25,000 x days in service that each car  
365  
covered by this Rider travels in a calendar year, there will be an additional charge of \$0.025.

North American and Lessee agree that the rental rate as shown above shall be increased \$1.40 per car per month for each point increase in the Wholesale Price Index of Commodity Prices (railroad equipment - code 144), according to the latest information available as reported in the current "Survey of Current Business", published by the U. S. Department of Commerce, as of the date the first car is released for delivery to Lessee, over a base of 265.2 as was reported for January, 1979. Rentals thus calculated shall be rounded to the nearest \$0.50.

The term of use of the cars hereinabove described shall commence on the date of delivery thereof to Lessee, and shall continue for a period ending five (5) years from the first day of the month following the average date of delivery of such cars to Lessee.

Dated this 3rd day of April, 1979.

ATTEST:

James M. Sullivan  
Assistant Secretary

NORTH AMERICAN CAR CORPORATION

By [Signature]  
Sr. Vice President

ATTEST:

[Signature]  
Secretary

DAKOTA SEED & GRAIN, INC.

By [Signature]  
President

THIS Lease is a COUNTERPART ORIGINAL. No assignment of, or security interest in, this Lease may be created or effected except by the transfer of possession of the copy marked "ORIGINAL."

CAR LEASING AGREEMENT 1717  
RIDER NO. 1

State of Illinois )  
 ) SS:  
County of Cook )

On this 11<sup>th</sup> day of April, 19 79, before me personally appeared J. R. Batt, to me personally known, who, being by me duly sworn, says that he is a De Vice President of North American Car Corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jose Catalano  
Notary Public  
My Commission expires 6-30-79

(Notarial Seal)

State of S. D. )  
 ) SS:  
County of Col. )

On this 23<sup>rd</sup> day of April, 1979, before me personally appeared Geo. Hartel, Jr., to me personally known, who, being by me duly sworn, says that he is a ~~State~~ President of Hoboken Seeds & Siam, Inc., that said instrument was signed on behalf of said corporation by authority of its Board of Directors or other due authority, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Richard Sueda  
Notary Public  
My Commission expires My Commission Expires Jan. 27, 1986

(Notarial Seal)